REMARKS/ARGUMENTS

Claim Status

After entry of this Amendment, Claims 1 – 9 are pending. By this Amendment, Applicant amends Claim 1. No new matter has been added.

Initial Comments

Claim 1 is amended as set forth in the above listing of claims. In view of these amendments and the following comments, Applicant kindly encourages the Examiner to take a fresh look at the claimed invention and the cited references.

Likewise, should the Examiner believe that a telephonic interview would assist in clarifying any issues, Applicant encourages the Examiner to initiate such interview with the undersigned attorney of record.

In view of the Examiner's assertions and response to Applicant's arguments, it is not clear which limitations of Claim 1, according to the Examiner, Stolfo discloses and which Tsukada. The Examiner asserts that Stolfo does not explicitly teach a "delivery time to be achieved" or earliest delivery time. Accordingly, Applicant believes the Examiner asserts that Stolfo fails to disclose those steps of Claim 1 that include "delivery time to be achieved" or earliest delivery time, i.e.,

> - notifying the dispatch center of the dispatch service of the <u>earliest possible outward delivery time</u> t_{OutM} for each of the manufacturers/suppliers, [..]
> - determining the latest of the earliest possible arrival times of the articles at the dispatch center t_{ArrD}, each arrival time being calculated by adding the respective transport time $t_{TransMD}$ to the <u>earliest possible outward delivery time</u> t_{OutM}, and
> - the dispatch service notifying each manufacturer/supplier for the order concerned of the outward <u>delivery time to be achieved</u>, [..].
> (Emphasis added.)

However, in rejecting Claim 1, the Examiner argues (page 10) that Stolfo discloses "each arrival time being calculated by adding the respective transport time to the <u>earliest possible outward delivery time</u>." Applicant respectfully requests clarification.

5

Applicant would appreciate if the Examiner would change the Attorney Docket No. from 4001-1019 to **2000P08064WOUS**. Attorney Docket No. 4001-1019 was used by the law firm that previously handled this application.

Claim Rejections – 35 U.S.C. § 112

The Examiner rejects Claim 1 under 35 U.S.C. § 112, 2nd paragraph, as being indefinite because of the term "common." Claim 1 is amended, as set forth above, to avoid the term "common." In view of the foregoing, Applicant respectfully requests the Examiner to reconsider and withdraw the rejection under 35 U.S.C. § 112, 2nd paragraph.

Claim Rejections – 35 U.S.C. § 103

The Examiner rejects Claims 1 – 9 under 35 U.S.C. § 103(a) as being unpatentable over Stolfo (US 2004/0002903) in view of Tsukuda (U.S. Patent No. 6,085,170). More particularly, the Examiner asserts, among others, that Stolfo discloses transferring or forwarding order data from a customer to relevant manufacturers/suppliers of the requested articles, and determining the latest of the earliest possible arrival times of the articles at the dispatch center. Further, the Examiner asserts that Stolfo does not explicitly teach a "delivery time to be achieved" or earliest delivery time. For that reason, the Examiner cites Tsukuda as teaching the delivery time feature missing in Stolfo. The Examiner concludes that it would have been obvious to one of ordinary skill in the art to modify the delivery system of Stolfo with the delivery time feature of Tsukuda to provide a means for targeting delivery time to the end customer which would in turn improve customer satisfaction. Applicant respectfully traverses.

However, to expedite examination and allowance of this application, Claim 1 is amended to actively recite the steps of ordering different articles from a mail-order firm or one or more online suppliers by a customer, and storing relevant order data and customer details including name and address in a database of a dispatch center of a dispatch service. Amended Claim 1 recites further that the dispatch service coordinates outward delivery times from the manufacturers/suppliers to achieve delivery of the different articles to the customer in one shipment.

6

As such, amended Claim 1 emphasizes that the claimed invention is based on the idea of coordinating the outward delivery times from the manufacturers/suppliers. Advantageously, the transport from the respective manufacturer/supplier to the dispatch service is a form of quasi-storage, such that a larger temporary warehouse is no longer needed in order to provide the customer with the ordered articles in a single delivery. (Page 2, lines 8-15.)

This idea of coordinating involves interactions between the dispatch center and the manufacturers/suppliers. For example, the dispatch center is notified of the earliest possible outward delivery time for each of the manufacturers/suppliers, and the dispatch service notifies each manufacturer/supplier for the order concerned of the outward delivery time to be achieved. Stolfo or Tsukada, however, do not teach such interactions regarding delivery times, as defined in Claim 1.

As discussed in response to the previous Office Action, Stolfo teaches ways of withholding private and personal information from one party of a transaction. Even shipping instructions provided by Stolfo's proxy system do not include information linked to the anonymous party. (Paragraph 97) For that purpose, a package may be labeled with a code. (Paragraph 216) The proxy system maintains a database that stores transaction data, such as returns and delivery times. (Paragraph 175) The delivery times, however, are not scheduled delivery times for future delivery, but times the delivery actually occurred.

Stolfo does not disclose using the logged delivery times for any delivery coordination. That is, Stolfo merely logs past events. Accordingly, Stolfo does not disclose or suggest determining the latest of the earliest possible arrival times, or any other delivery time feature, defined in Claim 1.

Unlike the claimed invention, Stolfo is not concerned at all with coordinating delivery times of different items ordered by a customer. Instead, Stolfo is concerned with hiding the customer's identity from a vendor. That is, Stolfo's proxy system serves as an intermediator. However, it does not coordinate delivery times.

Tsukada discloses a delivery managing system for managing delivery of goods from a distribution center through an agent to a receiver. (Abstract) A distribution server 111 provides delivery schedule information and manages delivery of the goods. (Abstract) In Tsukada's system, the delivery of the goods is determined by the recipient of the goods that provides a list of scheduled date and time for delivery from

the delivery address. .(Col. 5, lines 7-14) From this recipient-determined list, the earliest one of the scheduled date and time is obtained. (Col. 5, lines 49-52) Similar to Stolfo, Tsukada logs information of completion of delivery. (Col. 8, lines 35-39).

Hence, Tsukada teaches managing delivery of goods based on the recipient's list of scheduled date and time. Accordingly, Tsukada does not disclose or suggest determining the latest of the earliest possible arrival times of the articles at the dispatch center, the dispatch service notifying each manufacturer/supplier for the order concerned of the outward delivery time to be achieved, and the manufacturers/suppliers sending out the ordered articles to the dispatch center at the notified times, and forwarding the different articles in one shipment to the customer.

Again, Stolfo teaches hiding the identity of a customer, while Tsukada delivers goods based on the customer's scheduled date and time. If one of ordinary skill in the art were to combine the teaching of Stolfo with the teaching of Tsukada, e.g., to hide the customer's identity, the skilled person would include Solfo's proxy system in Tsukada's system. Or, the skilled person would apply Tsukada's system in Stolfo to allow a customer to determine the delivery of goods. However, such a combination would still not lead to a dispatch center that coordinates delivery of different items, as defined in Claim 1. Above all, because it would not lead to any interaction between manufacturers/suppliers and a dispatch center, as defined in Claim 1, as amended.

In view of the foregoing, Applicant respectfully submits that the cited references to Stolfo and Tsukada, alone or in combination, do not disclose or suggest the method of Claim 1, as amended. More particularly, none of the cited references suggests coordinating the outward delivery times from suppliers, and at the same time including the transport from the respective supplier to the dispatch service as a form of quasi-storage, such that a larger temporary warehouse is no longer needed in order to provide the customer with the ordered articles in a single delivery. As discussed, Stolfo is concerned with withholding personal information from one party of a transaction. There is no need or disclosure of a coordinated delivery. Tsukada, even if viewed as coordinating delivery, teaches delivering goods to a recipient based on the recipient's schedule. There is no disclosure or suggestion of, e.g., determining the latest of the earliest possible arrival times of the articles at the dispatch center, or notifying each supplier for the order concerned of the outward delivery time to be

8

achieved. In fact, it appears that Tsukada merely collects information and coordinates delivery based on that information, but does not notify suppliers. Accordingly, Applicant respectfully requests the Examiner to reconsider and withdraw the rejections under 35 U.S.C. § 103, and to pass Claim 1, as amended, to allowance.

Claims 2 – 9 depend from Claim 1. The arguments regarding Claim 1 are repeated herewith. For this reason and because of the additional inventive features recited in the dependent claims, Applicant respectfully submits that Stolfo and Tsukada do not render Claims 2 – 9 obvious. Applicant respectfully requests the Examiner to pass Claims 2 – 9 to allowance.

Conclusion

The present response is intended to correspond with the Revised Amendment Format. Should any part of the present response not be in full compliance with the requirements of the Revised Amendment Format, the Examiner is asked to contact the undersigned for immediate correction.

For the above reasons, Applicant respectfully submits that the application is in condition for allowance, and such allowance is herewith respectfully requested. No new matter has been added.

Nevertheless, if any undeveloped issues remain or if any issues require clarification, the Examiner is respectfully requested to call Applicant's attorney in order to resolve such issues promptly.

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to **Deposit Account No. 502464** referencing attorney docket number **2000P08064WOUS.** However, the Commissioner is not authorized to charge the cost of the issue fee to the Deposit Account.

Respectfully submitted,

Date:_____ 11/3/06 _____
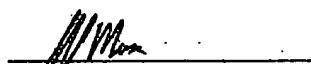
John P. Musone
Attorney for Applicant
Registration No. 44,961
Tel: (407) 736 6449
Customer No.: 28204

9